

**MEMORANDUM OF UNDERSTANDING
NICOA and NRCNAA (UND)**

Between

**National Indian Council on Aging
One Executive Center
8500 Menaul Blvd. NE, Ste B470
Albuquerque, NM 87112**

And

**National Resource Center on Native American Aging
Center for Rural Health
School of Medicine and Health Science – Room 4535
501 North Columbia Rd. Grand Forks, ND 58202-903**

This Memorandum of Understanding (“MOU”) is by and between the National Indian Council on Aging, hereinafter referred to as “NICOA” and the University of North Dakota, an institution of higher education and an instrumentality of the State of North Dakota, by and through its National Resource Center on Native American Aging, hereinafter referred to as “NRCNAA” both of which are hereinafter referred to as “organization” or collectively as “organizations”. This MOU conveys the commitment of the organization to work together for the purpose of achieving the mutual goals of NICOA’s and NRCNAA to improving the well-being of American Indian/Alaska Native communities.

WHEREAS, NICOA and NRCNAA desire to enter into an agreement in which NICOA and NRCNAA will collaboratively work together on current and future projects;

AND WHEREAS, NICOA and NRCNAA desire to enter into a MOU setting out the working arrangements that each organization agrees is necessary to improve the well-being of American Indian/Alaska Native communities.

I. Purpose

The purpose of this MOU is to provide the framework for a contractual and collaborative relationship between NICOA and NRCNAA.

II. Obligations of the Partnership

NICOA and NRCNAA acknowledge that a contractual relationship is created between the organizations by this MOU. The purpose of this MOU is agreeing to work together in the spirit of partnership to ensure that there is a united, visible, and responsive leadership of future projects and to demonstrate financial, administrative, and managerial commitment to collaborative activities as it relates to NICOA’s TRIBAL LONG TERM SERVICES AND SUPPORTS RESOURCE CENTER (“LTSS”) project. NICOA and NRCNAA acknowledge and agree that any future collaboration opportunities will be discussed independently and shall be subject to execution of separate agreements, each of which shall be executed in the same manner as this MOU and included as an Annex to this MOU.

This MOU does not preclude either NICOA or NRCNAA from collaborating with other local or national organizations.

NICOA and NRCNAA agree to disclose any potential conflict of interest that arises from a business, professional, or personal relationship.

MEMORANDUM OF UNDERSTANDING NICOA and NRCNAA (UND)

III. Elements of the Relationship

The activities of the partnership shall include, but not limited to:

- A. Collaborative work that fosters and provides educational opportunities, knowledge tools and resources for NICOA, NRCNAA and the AI/AN elderly and communities they serve.
- B. NRCNAA supporting NICOA's efforts for the development and expansion of culturally competent care for elderly AI/ANs and to serve as the national resource center for LTSS programs in areas where they live. OR near where they live.
- C. NRCNAA supporting NICOA's efforts and vice versa to increase their voice and visibility with and among change agents and organizations instrumental to urban Indian healthcare.
- D. NICOA and NRCNAA establishing a collaborative work relationship on elder initiatives, an AI/AN elderly healthcare education pathway, workforce development and other related activities that support the purposes of the LTSS.
- E. NRCNAA and NICOA establishing a collaborative work on data collection and access to available NRCNAA data, evaluation and other reports related to the establishment of a "one-stop" resource center for tribal programs, communities and tribal leaders.
- F. NRCNAA to serve as an Advisory Committee member in NICOA's initiative to establish the LTSS website by providing input into the contents of the site and related materials designed to assist tribes in navigating the service delivery systems in their respective areas of the country.
- G. Collaborative work on eliminating/reducing health disparities, social isolation and increasing the knowledge base of tribal program directors, communities and tribal leaders through education, programmatic activities, and policy change strategies.
- H. Developing and implementing an evaluation strategy and tool for purposes of evaluating the process and impact of the project.

IV. Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of a given collaborative project and only undertaken with express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the LTSS project.

V. Intellectual Property

NICOA acknowledges and agrees that NRCNAA and/or its employee author(s) by operation of University of North Dakota policy is the sole owner of all right, title, and interest in and to NRCNAA's information, property, or materials used, prepared, or developed by NRCNAA including NRCNAA's logo, trademarks, trade names, copyrighted materials, and member lists.

**MEMORANDUM OF UNDERSTANDING
NICOA and NRCNAA (UND)**

NRCNAA acknowledges and agrees that NICOA is the sole owner of all right, title, and interest in and to NICOA’s information, property, or materials used, prepared, or developed by NICOA, including ’s logo, trademarks, trade names, copyrighted materials, and member lists.

NICOA acknowledges and agrees that any use of NRCNAA’s or its employees’ Intellectual Property, including the foregoing and an announcement of NICOA’s affiliation with NRCNAA in promotional material, is subject to prior written approval by NRCNAA or, in the case of employee ownership of copyrighted materials, the respective author(s).

NRCNAA acknowledges and agrees that any use of NICOA’s Intellectual Property, including the foregoing and announcement of NRCNAA’s affiliation with NICOA in promotional material, is subject to prior written approval by NICOA.

VI. Compensation

NICOA will, per this MOU and agreements made in **Section III. A. – H.**, NRCNAA shall be funded for a total \$26,000 for Program Year One and subsequent to Year One, compensation is subject to the availability of funds from the funding agency. NRCNAA shall be paid based on the following schedule:

Period	Activities & Deliverables	Report Due Date
December 2019 to April 2020	<ol style="list-style-type: none"> 1. Bi-monthly meetings, by video or telephone, of group; 2. Identify elements of LTSS website and make recommendations; 3. Identify available NRCNAA data and review future survey instrument utilized to gather T6 data 4. Identify LTSS best practice and submit for inclusion in website 	MAY 1, 2020
May 2020 to September 2020	<ol style="list-style-type: none"> 5. Develop project evaluation instrument and submit to NICOA for review; 6. Review and assess website for information, usefulness and ease of use 7. Assist in identifying next steps for the implementation of the website, assess test runs in pilot sites. 	SEPTEMBER 25, 2020

For the period December 2019 – April 2020, an advance payment shall be made in the amount of \$13,000 upon the submission of an Invoice and a second payment, similarly, shall be made in the amount of \$13,000 and upon the submission of the report due on May1, 2010. The Invoices and Report shall be sent to:

Larry Curley, Executive Director
National Indian Council on Aging
One Executive Center
8500 Menaul Blvd. NE., Ste B470
Albuquerque, NM 87112

**MEMORANDUM OF UNDERSTANDING
NICOA and NRCNAA (UND)**

VI. Indemnification

In furtherance of this MOU, each party shall be responsible for its own acts and omissions. The tort liability of NRCNAA shall be determined solely in accordance with Chapter 32-12.2 of the North Dakota Century Code, and subject to the conditions and limitations set forth therein. NICOA and NRCNAA shall maintain appropriate and sufficient insurance (including government self-insurance) to cover their respective obligations under this MOU.

VII. Dispute Resolution

The organizations agree that in the event of a dispute relating to this MOU, the dispute may, by separate written agreement, be settled through binding arbitration in accordance with the rules of the State of New Mexico. Absent separate written agreement, neither party in advance waives its right to a jury trial.

VIII. Term and Termination

This MOU will be effective upon 1st day of **December 2019** ending **September 30, 2020** and will renew automatically every year AND shall be subject to availability of funds. However, each organization retains the right to terminate this MOU upon thirty (30) days advance written notice to the other organization.

IX. Separate Legal Entities

NICOA and NRCNAA are separate legal entities and therefore shall retain separate identities. Neither NICOA nor NRCNAA shall have the authority to encumber or control the other in any way. Each organization shall make best efforts to distinguish in all promotional and advertising communications a distinction between NICOA and NRCNAA where appropriate the distinct role and responsibility of both parties.

X. Assignment

NRCBA may assign or transfer the responsibilities, agreement AND deliverables upon written notification of such action to NICOA.

XI. Amendment

This MOU may be amended or supplemented in writing, if the writing is signed by the organization obligated under this MOU.

XII. Severability

If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced so limited.

XIII. Prior MOU Superseded

This MOU constitutes the entire MOU between the organizations relating to partnership on future projects and supersedes all prior simultaneous representations, discussions, negotiations, and MOUs, whether written or oral.

**MEMORANDUM OF UNDERSTANDING
NICOA and NRCNAA (UND)**

XIV. Understanding

It is mutually agreed upon and understood by NICOA and NRCNAA that:

- A. NICOA and NRCNAA will work together in a coordinated fashion for the fulfillment of the LTSS and future projects.
- B. In no way does this agreement restrict NICOA or NRCNAA from participating in similar agreements with other public and private entities.
- C. This MOU shall involve the transfer of funds for work identified in **Section III & VI**. The payment will be handled in accordance with the respective organizations' applicable laws, regulations, and procedures.
- D. This MOU will be effective upon the signatures of representatives from both NICOA and NRCNAA.
- E. NICOA or NRCNAA may terminate participation in this MOU by providing written notice to the other organization.

Signatories:



Larry Curley, Executive Director
NATIONAL INDIAN COUNCIL ON AGING

Jamie Mitzel
Senior Pre-Award Officer
University of North Dakota



Collette Adamsen, PhD
Director
National Resource Center on Native American Aging
University of North Dakota